the seriousness of the breach. See Williston, *Sales,* sec. 453, and compare the discussion of *Helgar Corp. v. Warner's Features, Inc.* (1918, N. Y.) 58 N. Y. L. J. 1780, on page 697 of this number. But such an equitable doctrine is hardly applicable to the case of express conditions. The intent should therefore be very clear before an ambiguous phrase is construed as equivalent to such a condition. Indeed since the notion of a "warranty" as virtually amounting to an express condition has been chiefly confined to insurance and maritime contracts, the courts might well decline to extend it any further. The result in the principal case is therefore to be commended, though the decision would be more satisfactory had it been rested squarely on the first ground.

TAXATION—INHERITANCE AND TRANSFER TAXES—SHAREHOLDERS' INTEREST IN MASSACHUSETTS BUSINESS TRUST.—The testator died domiciled in Massachusetts; part of the estate consisted of shares in a business trust whose trustees were also domiciled there; the trust property was a factory and materials situated in New Hampshire. Objection was made to the assessment of the Massachusetts succession tax on so much of the shares "as constituted an equitable interest in foreign real estate." *Held,* that where the trust fund was ultimately to be converted into personalty for distribution, and where it from the beginning consisted of mixed realty and personalty, it must be treated as converted into personalty from the beginning, so that a succession tax at the domicile of the decedent shareholder was valid. *Dana v. Treasurer & Recvr. Genl.* (1917, Mass.) 116 N. E. 941. See COMMENTS, p. 677.

TORTS—INDUCING BREACH OF CONTRACT—ENGAGEMENT TO MARRY.—The defendants maliciously, and for the purpose of advancing their own pecuniary interests, induced the plaintiff's fiancé to break his engagement with her. *Held,* that these facts gave the plaintiff no right of action. *Homan v. Hall* (1917, Neb.) 165 N. W. 881.

Authorities in point are scarce and unsatisfactory. The court relies chiefly on a passage in Cooley, which in turn cites no authority. Cooley, *Torts* (2d ed.) 277. The leading case for the doctrine that inducing a breach of contract may constitute a tort is *Lumley v. Gye* (1853, Q. B.) 2 E. & B. 216. There are *dicta* in English cases, containing elaborate discussions of this doctrine, which ridicule the idea of recovery in a case like the principal case. *Allen v. Flood* (1897, H. of L.) [1898] A. C. 1, 35; *Glamorgan Coal Co. v. South Wales Miners' Federation* (C. A.) [1903] 2 K. B. 545, 577; *National Phonograph Co. v. Edison Bell Cons. Phonograph Co.* (1906, Ch. D.) [1908] 1 Ch. 335, 350. Finally, there is an American case denying recovery, which also based its decision on the passage in Cooley. *Leonard v. Whetstone* (1903) 34 Ind. App. 383, 68 N. E. 197. The doctrine of *Lumley v. Gye* has been accepted by the United States Supreme Court and by most of our states, with some statutory modifications. *Angle v. Chicago, St. Paul, etc., Ry. Co.* (1893) 151 U. S. 1, 14 Sup. Ct. 240, and cases collected in note, Ann. Cas. 1916 E. 608. At first the doctrine was applied only to labor contracts, but the present tendency is to extend its scope. *Moody v. Perley* (1915, N. H.) 95 Atl. 1047. With reference to actions for interfering with engagements of marriage, it is submitted that there is room for analysis and differentiation with regard to the motives of the defendant and the relationship between the persons concerned. The allowance of the action must ultimately rest on considerations of policy. While it is conceivable that recovery against parents or near relatives acting in good faith from disinterested motives ought to be denied on the ground of privilege, it is difficult to see why recovery should not be allowed against persons standing in no such relation and